सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No.	:	IN-KA19495892236157U
Certificate Issued Date	:	16-Dec-2022 04:39 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ GANDHINAGAR/ KA-GN
Unique Doc. Reference	:	SUBIN-KAKACRSFL08385269111154617U
Purchased by	:	SHIVAKUMAR B MATTIHALLI
Description of Document	:	Article 4 Affidavit
Description	:	AFFIDAVIT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	SHIVAKUMAR B MATTIHALLI
Second Party	:	EXECUTIVE ENGINEER BBMP YALAHANKA DIVISION
Stamp Duty Paid By	:	SHIVAKUMAR B MATTIHALLI
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

Authorised Signatory
Karnataka State Registration & Stamp Department
Officials Multipurpose Co-Operative Society Ltd
Gandhinagar Branch

Please write or type below this line

BRUHAT BANGALORE MAHANAGARA PALIKE

AGREEMENT

No.BBMP/EE/YNK.D/E-PMT-12/AG/ 51 /2022-23 **Dated: 27/12/2022**

This agreement, made the 27th Dec 2022 between Executive Engineer, Yelahanka Division, Yelahanka Zone, Bangalore-64 on behalf of the Commissioner, Bruhath Bangalore Mahangara palike office , Bangalore (herein after called the employer) of the one part and SRI.SHIVAKUMAR B MATTIHA, No:419, Bellandur Road, Nearby Bandimakalamma Temple, Bellandur, Bangalore 560103 (here in after called the contactor) of the other part.

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Executive Engineer
Yelahanka Division
Yelahanka Zone
Bruhat Bangalore Mahanagara Pa
BANGALORE - 560064

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority

Whereas the Employer is desirous that the Contractor "Construction of Culverts at 407 SFS and surrounding areas in ward no-03 of Yelahanka Satellite town sub division" and the Employer has accepted the tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees of **Rs.6,25,129/-** (Rupees Six lakhs Twenty Five Thousand One Hundred Twenty Nine Only) and 18% GST **Rs.1,12,523/-** (Rupees One lakh Twelve Thousand Five Hundred Twenty Three Only) Which is (-)26.00% below of amount put to tender.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The CONTRACTOR shall complete the work to the satisfaction of the BBMP and shall rectify the defects, if any, during the defects liability period of **one year from the** date of completion of the work and the agency has submitted Security deposit amount received of **Rs.19,000/-** in the form of DD Vide No:542898, Dated:17.12.2022 **issued on Karnataka Bank Ltd., Buddha Jyothi layout Bangalore** and Difference amount received of Rs.2,20,000/- in the form of DD Vide No:542776, Dated:21-09-2022 from **Karnataka Bank Ltd., Buddha Jyothi layout Bangalore** Security deposit recovered from the CONTRACTOR shall be released only after completion of the Defects Liability Period of 1 Year from the date of completion of work without interest thereon as per tender document.
5. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

In Witness, whereas the parties have set their hand and seal this day and year first mentioned.

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Contractor

Executive Engineer (Yelahanka Division)
Bruhat Bangalore Mahanagara Palike
Bangalore-64

WITNESS WITH ADDRESS.

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